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17
18 **UNITED STATES DISTRICT COURT**
19 **CENTRAL DISTRICT OF CALIFORNIA**

20 LISA KIM MADRIGAL, on behalf of
herself and those similarly situated,

21 Plaintiff,

22 vs.

23 HINT, INC., and DOES 1 through 20
24 inclusive,

25 Defendants.

Case No. 17-cv-02095-VAP-MRW

Complaint Filed: January 17, 2017
Trial Date: None Set

**STIPULATED PROTECTIVE
ORDER**

STIPULATED PROTECTIVE ORDER

A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

B. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to

1 facilitate the prompt resolution of disputes over confidentiality of discovery materials,
2 to adequately protect information the parties are entitled to keep confidential, to
3 ensure that the parties are permitted reasonable necessary uses of such material in
4 preparation for and in the conduct of trial, to address their handling at the end of the
5 litigation, and serve the ends of justice, a protective order for such information is
6 justified in this matter. It is the intent of the parties that information will not be
7 designated as confidential for tactical reasons and that nothing be so designated
8 without a good faith belief that it has been maintained in a confidential, non-public
9 manner, and there is good cause why it should not be part of the public record of this
10 case.

11 Here, a second-tier “Highly Confidential – Attorneys’ Eyes Only” designation
12 is warranted in this case because it will likely involve the production of extremely
13 sensitive commercial materials that require a higher level of protection and restricted
14 disclosure. This designation would apply to documents and information containing
15 HINT’s trade secrets and proprietary information, confidential research, customer-
16 specific information, supplier information, business plans and strategies, and financial
17 information including pricing information, sales data, and third parties’ confidential
18 information. Heightened protection is justified because such documents contain
19 valuable, confidential commercially sensitive information and HINT would suffer
20 harm by directly disclosing such information to Plaintiff.

21 **1. DEFINITIONS**

22 1.1 Action: this pending federal law suit.

23 1.2 Challenging Party: a Party or Non-Party that challenges the designation
24 of information or items under this Order.

25 1.3 “CONFIDENTIAL” Information Or Items: information (regardless of
26 how it is generated, stored or maintained) or tangible things that qualify for protection
27 under Federal Rule Of Civil Procedure 26(c), and as specified above in the Good
28 Cause Statement.

1 1.4 HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES ONLY

2 Information or Items: "CONFIDENTIAL" Information or Items, that also contain
3 extremely sensitive business information and/or trade secret information, and as
4 specified above in the Good Cause Statement, the disclosure of which to another Party
5 or Non-Party would create a substantial risk of serious harm that could not be avoided
6 by less restrictive means.

7 1.5 Counsel: Outside Counsel of Record and House Counsel (as well as their
8 support staff).

9 1.6 Designating Party: a Party or Non-Party that designates information or
10 items that it produces in disclosures or in responses to discovery as
11 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
12 ONLY."

13 1.7 Disclosure Or Discovery Material: all items or information, regardless of
14 the medium or manner in which it is generated, stored, or maintained (including,
15 among other things, testimony, transcripts, and tangible things), that are produced or
16 generated in disclosures or responses to discovery in this matter.

17 1.8 Expert: a person with specialized knowledge or experience in a matter
18 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
19 expert witness or as a consultant in this Action.

20 1.9 House Counsel: attorneys who are employees of a party to this Action.
21 House Counsel does not include outside Counsel of Record or any other outside
22 counsel.

23 1.10 Non-Party: any natural person, partnership, corporation, association, or
24 other legal entity not named as a Party to this action.

25 1.11 Outside Counsel Of Record: attorneys who are not employees of a party
26 to this Action but are retained to represent or advise a party to this Action and have
27 appeared in this Action on behalf of that party or are affiliated with a law firm which
28 has appeared on behalf of that party, and includes support staff.

1.12 Party: any Party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

1.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

1.14 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

1.15 Protected Material: any Disclosure or Discovery Material that is designated as "CONFIDENTIAL" OR "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES ONLY."

1.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

2. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. Any use of protected material at trial shall be governed by the orders of the trial judge. This order does not govern the use of Protected Material at trial.

3. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and

1 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
2 including the time limits for filing any motions or applications for extension of time
3 pursuant to applicable law.

4 **4. DESIGNATING PROTECTED MATERIAL**

5 4.1 Exercise Of Restraint And Care In Designating Material For Protection.
6 Each Party or Non-Party that designates information or items for protection under this
7 Order must take care to limit any such designation to specific material that qualifies
8 under the appropriate standards. The Designating Party must designate for protection
9 only those parts of material, documents, items, or oral or written communications that
10 qualify so that other portions of the material, documents, items, or communications
11 for which protection is not warranted are not swept unjustifiably within the ambit of
12 this Order.

13 Mass, indiscriminate, or routinized designations are prohibited. Designations
14 that are shown to be clearly unjustified or that have been made for an improper
15 purpose (e.g., to unnecessarily encumber the case development process or to impose
16 unnecessary expenses and burdens on other parties) may expose the Designating Party
17 to sanctions.

18 If it comes to a Designating Party's attention that information or items that it
19 designated for protection do not qualify for protection, that Designating Party must
20 promptly notify all other Parties that it is withdrawing the inapplicable designation.

21 4.2 Manner And Timing Of Designations. Except as otherwise provided in
22 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
23 stipulated or ordered, Disclosure or Discovery material that qualifies for protection
24 under this order must be clearly so designated before the material is disclosed or
25 produced.

26 Designation in conformity with this Order requires:

27 (a) for information in documentary form (e.g., paper or electronic
28 documents, but excluding transcripts of depositions or other pretrial or trial

1 proceedings), that the Producing Party affix at a minimum, the legend
2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY”
3 (hereinafter “CONFIDENTIAL legend”), to each page that contains protected
4 material. If only a portion or portions of the material on a page qualifies for
5 protection, the Producing Party also must clearly identify the protected portion(s)
6 (e.g., by making appropriate markings in the margins).

7 A Party or Non-Party that makes original documents available for inspection
8 need not designate them for protection until after the inspecting Party has indicated
9 which documents it would like copied and produced. During the inspection and before
10 the designation, all of the material made available for inspection shall be deemed
11 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
12 copied and produced, the Producing Party must determine which documents, or
13 portions thereof, qualify for protection under this Order. Then, before producing the
14 specified documents, the Producing Party must affix the “CONFIDENTIAL” or OR
15 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” legend to each page
16 that contains Protected Material. If only a portion or portions of the material on a page
17 qualifies for protection, the Producing Party also must clearly identify the protected
18 portion(s) (e.g., by making appropriate markings in the margins).

19 (b) for testimony given in depositions that the Designating Party
20 identify the Disclosure or Discovery Material on the record, before the close of the
21 deposition all protected testimony.

22 (c) for information produced in some form other than documentary
23 and for any other tangible items, that the Producing Party affix in a prominent place
24 on the exterior of the container or containers in which the information is stored the
25 legend “CONFIDENTIAL OR “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
26 ONLY.” If only a portion or portions of the information warrants protection, the
27 Producing Party, to the extent practicable, shall identify the protected portion(s).
28

1 4.3 Inadvertent Failures To Designate. If timely corrected, an inadvertent
2 failure to designate qualified information or items does not, standing alone, waive the
3 Designating Party's right to secure protection under this Order for such material. Upon
4 timely correction of a designation, the Receiving Party must make reasonable efforts
5 to assure that the material is treated in accordance with the provisions of this Order.

6 **5. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7 5.1 Timing Of Challenges. Any Party or Non-Party may challenge a
8 designation of confidentiality at any time that is consistent with the Court's
9 Scheduling Order.

10 5.2 Meet And Confer. The Challenging Party shall initiate the dispute
11 resolution process under Local Rule 37.1 et seq.

12 5.3 The burden of persuasion in any such challenge proceeding shall be on
13 the Designating Party. Frivolous challenges, and those made for an improper purpose
14 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
15 expose the Challenging Party to sanctions. Unless the Designating Party has waived or
16 withdrawn the confidentiality designation, all parties shall continue to afford the
17 material in question the level of protection to which it is entitled under the Producing
18 Party's designation until the Court rules on the challenge.

19 **6. ACCESS TO AND USE OF PROTECTED MATERIAL**

20 6.1 Basic Principles. A Receiving Party may use Protected Material that is
21 disclosed or produced by another Party or by a Non-Party in connection with this
22 Action only for prosecuting, defending, or attempting to settle this Action. Such
23 Protected Material may be disclosed only to the categories of persons and under the
24 conditions described in this Order. When the Action has been terminated, a Receiving
25 Party must comply with the provisions of section 13 below (final disposition).

26 Protected Material must be stored and maintained by a Receiving Party at a
27 location and in a secure manner that ensures that access is limited to the persons
28 authorized under this Order.

1 6.2 Disclosure Of "CONFIDENTIAL" Information Or Items. Unless
2 otherwise ordered by the court or permitted in writing by the Designating Party, a
3 Receiving Party may disclose any information or item designated "CONFIDENTIAL"
4 only to:

5 (a) the Receiving Party's Outside Counsel of Record in this Action, as
6 well as employees of said Outside Counsel of Record to whom it is reasonably
7 necessary to disclose the information for this Action;

8 (b) the officers, directors, and employees (including House Counsel)
9 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

10 (c) Experts (as defined in this Order) of the Receiving Party to whom
11 disclosure is reasonably necessary for this Action and who have signed the
12 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

13 (d) the court and its personnel;

14 (e) court reporters and their staff;

15 (f) professional jury or trial consultants, mock jurors, and Professional
16 Vendors to whom disclosure is reasonably necessary for this Action and who have
17 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

18 (g) the author or recipient of a document containing the information or
19 a custodian or other person who otherwise possessed or knew the information;

20 (h) during their depositions, witnesses ,and attorneys for witnesses, in
21 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
22 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they
23 will not be permitted to keep any confidential information unless they sign the
24 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed
25 by the Designating Party or ordered by the court. Pages of transcribed deposition
26 testimony or exhibits to depositions that reveal Protected Material may be separately
27 bound by the court reporter and may not be disclosed to anyone except as permitted
28 under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

6.3 DISCLOSURE OF “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” INFORMATION OR ITEMS. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) the court and its personnel;

(d) private court reporters and their staff to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(e) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; and

(g) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
2 ONLY,” that party must:

3 (a) promptly notify in writing the Designating Party. Such notification
4 shall include a copy of the subpoena or court order;

5 (b) promptly notify in writing the party who caused the subpoena or
6 order to issue in the other litigation that some or all of the material covered by the
7 subpoena or order is subject to this Protective Order. Such notification shall include a
8 copy of this Stipulated Protective Order; and

9 (c) cooperate with respect to all reasonable procedures sought to be
10 pursued by the Designating Party whose Protected Material may be affected.

11 If the Designating Party timely seeks a protective order, the Party served with
12 the subpoena or court order shall not produce any information designated in this
13 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’
14 EYES ONLY” before a determination by the court from which the subpoena or order
15 issued, unless the Party has obtained the Designating Party’s permission. The
16 Designating Party shall bear the burden and expense of seeking protection in that
17 court of its confidential material and nothing in these provisions should be construed
18 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
19 directive from another court.

20 **8. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
21 **PRODUCED IN THIS LITIGATION**

22 (a) The terms of this Order are applicable to information produced by
23 a Non-Party in this Action and designated as “CONFIDENTIAL or “HIGHLY
24 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.” Such information produced by
25 Non-Parties in connection with this litigation is protected by the remedies and relief
26 provided by this Order. Nothing in these provisions should be construed as prohibiting
27 a Non-Party from seeking additional protections.
28

1 (b) In the event that a Party is required, by a valid discovery request,
2 to produce a Non-Party's confidential information in its possession, and the Party is
3 subject to an agreement with the Non-Party not to produce the Non-Party's
4 confidential information, then the party shall:

5 (1) promptly notify in writing the Requesting Party and the Non-
6 Party that some or all of the information requested is subject to a confidentiality
7 agreement with a Non-Party;

8 (2) promptly provide the Non-Party with a copy of the Stipulated
9 Protective Order in this Action, the relevant discovery request(s), and a reasonably
10 specific description of the information requested; and

11 (3) make the information requested available for inspection by the
12 Non-Party, if requested.

13 (c) If the Non-Party fails to seek a protective order from this court
14 within 14 days of receiving the notice and accompanying information, the Receiving
15 Party may produce the Non-Party's confidential information responsive to the
16 discovery request. If the Non-Party timely seeks a protective order, the Receiving
17 Party shall not produce any information in its possession or control that is subject to
18 the confidentiality agreement with the Non-Party before a determination by the court.
19 Absent a court order to the contrary, the non-party shall bear the burden and expense
20 of seeking protection in this court of its Protected Material.

21 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
23 Protected Material to any person or in any circumstance not authorized under this
24 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
25 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
26 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
27 persons to whom unauthorized disclosures were made of all the terms of this Order,
28 and (d) request such person or persons to execute the "Acknowledgment and

Agreement to Be Bound” that is attached hereto as Exhibit A.

10. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

11. MISCELLANEOUS

11.1 Right To Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

11.2 Right To Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

11.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party’s request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

12. FINAL DISPOSITION

1 After the final disposition of this Action, as defined in paragraph 4, within 60
2 days of a written request by the Designating Party, each Receiving Party must return
3 all Protected Material to the producing party or destroy such material. As used in this
4 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
5 summaries, and any other format reproducing or capturing any of the Protected
6 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
7 must submit a written certification to the Producing Party (and, if not the same person
8 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
9 category, where appropriate) all the Protected Material that was returned or destroyed
10 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
11 compilations, summaries or any other format reproducing or capturing any of the
12 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
13 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
14 legal memoranda, correspondence, deposition and trial exhibits, expert reports,
15 attorney work product, and consultant and expert work product, even if such materials
16 contain Protected Material. Any such archival copies that contain or constitute
17 Protected Material remain subject to this Protective Order as set forth in Section 4
18 (Duration).

19 **13. VIOLATION**

20 Any willful violation of this Order may be punished by civil or criminal
21 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
22 authorities, or other appropriate action at the discretion of the Court.

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1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2
3 Dated: November 20, 2017

Respectfully submitted,

4 WINSTON & STRAWN LLP

5 By: /s/ Amanda L. Groves

6 Amanda L. Groves

7 Natalie L. Arbaugh

8 Shawn R. Obi

Attorneys for Defendant

HINT, INC.

9 Dated: November 20, 2017

JOSEPH FARZAM LAW FIRM

10 By: /s/ Matthew Evans

11 Joseph S. Farzam

12 Matthew Evans

13 Attorneys for Plaintiff

LISA KIM MADRIGAL

14
15 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

16
17 DATED: November 21, 2017

18 

19 Hon. Michael R. Wilner

20 UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, of _____, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court For The Central District Of California on _____ in the case of *Madrigal v. Hint, Inc.*, Case No. 17-cv-02095-VAP-MRW. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this order. I further agree to submit to the jurisdiction of the United States District Court For The Central District Of California for the purpose of enforcing the terms of this stipulated protective order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ of _____ as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____